

Hazardous Waste Facility Liability Endorsement

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under 401 KAR 34:120 or under 401 KAR 35:120. The coverage applies at *(list EPA Identification Number, name, and address for each facility)*

for _____.
(insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences." If coverage is for multiple facilities and the coverage is different for different facilities, indicate on an attached sheet which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental occurrences, and which are insured for both)

The limits of liability are _____ for each occurrence and _____ annual
(insert the dollar amount of the "each occurrence") *(insert the dollar amount of the "annual aggregate")*

aggregate, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subparagraphs (a) through (e) of this paragraph are hereby amended to conform with subparagraphs (a) through (e):

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in Section 6 of 401 KAR 34:120 or Section 6 of 401 KAR 35:120.

(c) Whenever requested by the Division of Waste Management, hereinafter the Division, the Insurer agrees to furnish to the Division a signed duplicate original of the policy and all endorsements.

(d) Cancellation of this endorsement, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste site or facility, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Division.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Division.

Attached to and forming part of Policy No. _____ issued by _____ ,
(Name of Insurer)

Herein called the Insurer, of _____
(Address of Insurer)

to _____ of _____
(Name of Insured) (Address)

this _____ day of _____, 19_____. The effective date of said policy is
(Day) (Month) (Year)

_____ day of _____, 19_____.
(Day) (Month) (Year)

I hereby certify that the wording of this endorsement is identical to the wording specified in 401 KAR 34:080 as such regulations were constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance in the Commonwealth of Kentucky or, if exempted by KRS 304.11-030, the insurer is licensed to provide insurance as an excess or surplus lines insurer in one (1) or more states.

(Signature of Authorized Representative of Insurer)

(Name, typed)

(Title, typed)

Authorized Representative of _____
(Name of Insurer)

(Address of Representative, typed)

DEP-6035K, effective 2/10/94

(Note: Use of this form is required by 401 KAR 34:080.)